

PLANTATION RUBBER INVESTIGATIONS

*Exchange of notes at Managua June 23 and 26, 1943, extending
agreement of January 11, 1941
Entered into force July 1, 1943*

57 Stat. 1212; Executive Agreement Series 357

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 108

MANAGUA, D.N., NICARAGUA, June 23, 1943

EXCELLENCY:

I have the honor to refer to the agreement for extension and continuation of plantation rubber investigations in Nicaragua which was signed on January 11, 1941,¹ in the English and Spanish languages, by the Minister of Agriculture and Labor of the Republic of Nicaragua and the Acting Chief of the Bureau of Plant Industry of the Department of Agriculture of the United States of America.

Among the provisions of that agreement is the following (second paragraph from the end):

"It is mutually agreed by the cooperating parties that this agreement shall take effect on the date of this letter and shall expire on the thirtieth day of June, nineteen hundred and forty-one, but may be renewed from year to year thereafter (not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three) at the option of the Department of Agriculture of the United States of America, which option shall be expressed in writing by the Chief of the Bureau of Plant Industry or a duly authorized agent, at least one month before the date upon which this agreement would otherwise expire."

It is the understanding of the Government of the United States of America that the agreement above-mentioned has continued in force up to this time.

I have the honor to inform Your Excellency that it is the desire and option of the Department of Agriculture of the United States of America that the

¹ For text, see p. 438.

agreement should continue in force after June 30, 1943, and should remain in force thereafter until six months from the day on which either Government shall have given notice in writing to the other Government of its intention to terminate the agreement.

In view of the fact that it has not been practicable to give this notice to your Government "at least one month before" June 30, 1943, I have the honor to suggest that, if agreeable to the Government of the Republic of Nicaragua, this note, together with your note in acknowledgment thereof, shall be regarded as placing on record the understanding between the Government of the United States of America and the Government of the Republic of Nicaragua that the agreement above-mentioned shall continue in force after June 30, 1943, and shall remain in force thereafter subject to termination on a notice of six months given by either Government.

Accept, Excellency, the renewed assurances of my highest consideration.

JAMES B. STEWART

His Excellency

Dr. ANTONIO BARQUERO,
Minister for Foreign Affairs,
Managua, D.N., Nicaragua.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY
OF FOREIGN AFFAIRS

Diplomatic Department

No. F. 146

MANAGUA, D.N., *June 26, 1943*

EXCELLENCY:

I have the honor to refer to Your Excellency's kind note 108 of the 23d of this month, by means of which you are good enough to inform this Ministry that the Department of Agriculture of the United States of America desires to exercise the option that the agreement for the extension and continuation of the studies of rubber plantations in Nicaragua, signed January 11, 1941, shall continue in force after June 30, 1943, and that it shall remain in force thereafter until six months from the date on which either Government shall have given notice in writing to the other Government of its intention to terminate the convention.

In reply I am happy to inform Your Excellency that my Government is pleased to accept the extension of the agreement of January 11, 1941, on

the terms and conditions indicated in the note to which I have the honor to reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ANTONIO BARQUERO

His Excellency

JAMES B. STEWART,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America
in Nicaragua.
City.*

AGREEMENT OF JANUARY 11, 1941

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON

Rubber Plant Investigations
of the
Division of
Plant Exploration and Introduction

JANUARY 11, 1941

General JOSÉ MARÍA ZELAYA,
*Minister of Agriculture and Labor,
Managua, D.N.,
Republic of Nicaragua.*

DEAR SIR:

As a result of the cooperative rubber survey mutually agreed upon in my letter of December 11, 1940, the following plan for extension and continuation of the work is submitted, as in the previous instance, for your consideration and approval.

In this cooperative project the Government of Nicaragua agrees to consult with the United States Department of Agriculture representatives and to select two or three areas suitable for nurseries which shall serve as demonstration plots and as centers of distribution of *Hevea* planting material. The Nicaraguan Government agrees to maintain these nurseries and appoint an agronomist or other trained representative who will be responsible for: the collection of seeds from Nicaraguan sources; the establishment of seed beds in the nurseries; and the distribution of any excess seeds to interested planters. This agronomist or other qualified representative is also to cooperate with representatives of the United States Department of Agriculture in directing and educating the planters in all matters pertaining to the propagation, cultivation and preparation of *Hevea* rubber.

The Government of Nicaragua will formulate necessary quarantine and other regulations designed to prevent the introduction into Nicaragua of rubber-propagating materials including seeds, trees and budwood from other

countries, excepting such shipments as are duly certified to be free from noxious insects and contagious diseases.

The Department of Agriculture of the United States of America shall be permitted to import and/or export from Nicaragua all planting material (seeds, stumps or budwood) of rubber-producing plants which said Department may require for investigations herein contemplated or desire to ship elsewhere, provided, however, that all such shipments, imports or exports, shall be certified by a duly qualified official of said Department.

The Department of Agriculture of the United States of America shall be allowed entry into Nicaragua, free of all duties or other fees, of all property and materials needed in the proposed cooperative work, and a like exemption from duties and fees shall apply to the personal effects of all employees of the United States Department of Agriculture who are engaged in this cooperation.

The Government of Nicaragua agrees to prohibit the redistribution of any strains of rubber tree furnished it by the United States Department of Agriculture to cooperators, companies or other governments except to those agencies and governments which are willing to reciprocate by furnishing such similar material as they may have in their possession; and this restriction shall be passed on to any other agency or government receiving material to prevent contravening the purpose of this restriction.

The United States Department of Agriculture will furnish to the Government of Nicaragua free of charge at its propagating stations, stocks of superior strains of the rubber tree now in its possession, and any additional superior strains collected on surveys or bred at its experiment stations, which, after test by it, are found to be superior. Such distribution will be made at as early a date and in such quantity as may be possible with the facilities available for propagation and in view of the equitable demands or requirements of other cooperating agencies.

The Department of Agriculture of the United States will supply such investigators and rubber specialists as may be necessary to aid in the establishment of nurseries and/or in the selection of suitable sites for test plantings herein contemplated.

Investigators and rubber specialists will be furnished by the said Department of Agriculture to cooperate with the Government of Nicaragua in directing and educating the planters in proper methods of propagation, planting, cultivation, thinning, tapping, preparation of rubber for market and other operations essential to the proper maintenance and productivity of their plantations. It will also conduct, in cooperation with the Government of Nicaragua, field investigations on specific problems of rubber culture when necessary.

The said Department of Agriculture will make available for the benefit of the rubber industry in Nicaragua the results obtained in the rubber investigations conducted by its Bureau of Plant Industry.

It is mutually agreed by the cooperating parties that this agreement shall take effect on the date of this letter and shall expire on the thirtieth day of June, nineteen hundred and forty-one, but may be renewed from year to year thereafter (not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three) at the option of the Department of Agriculture of the United States of America, which option shall be expressed in writing by the Chief of the Bureau of Plant Industry or a duly authorized agent, at least one month before the date upon which this agreement would otherwise expire.

It is mutually agreed also that this agreement shall not be assigned in whole or in part; that no member or delegate to Congress of the United States of America, or resident commissioner thereof, after his election or appointment, and either before or after he has qualified, and no officer, agent or employee of the Government of the United States of America shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

Very truly yours,

M. A. McCALL

Acting Chief of the Bureau of Plant Industry

JOSÉ M. ZELAYA C

Minister of Agriculture and Labor